

**GEAUGA COUNTY BOARD OF  
DEVELOPMENTAL DISABILITIES**

**Board Meeting Agenda**

**September 20, 2023**

**I. Working Session: 6pm State Finances and Board Budget**

**II. Call to Order and Roll Call:**

- a. Roll Call 2023 Board
- b. Approval of July 2023 Minutes
- c. Donation Approvals
- d. Personnel Actions
- e. Resolution of Appreciation

**III. Financial:**

- a. Financial Statement Review (All funds for July)
- b. Ethics Recommendation
- c. Financial Transactions and Voucher Approvals
- d. Financial Statement Review (All funds for August)
- e. Ethics Recommendation
- f. Financial Transactions and Voucher Approvals

**IV. Board Status Reports:**

**V. Program Reports:**

**VI. New Business:**

- a. Approvals:
  - i. 2024 Budget Proposal Approval
  - i. Supplemental Appropriation, and Cash Transfer
  - ii. Grant Request JFSA
  - iii. Locally Funded Services Agreements
  - iv. Dept. On Aging Agreement Approval
  - v. Job Description Updates
  - vi. Disposal of Assets
- b. Issues:
  - i. Annual Planning Meeting October 20<sup>th</sup>, West Woods
  - ii. Board Policy 2.14 Remote Board Member Attendance

**VII. General Announcements:**

**VIII. Other Business – comments from the floor:**

**IX. Executive Session:**

- a. Pursuant to ORC 121.22(G)(1) To consider the appointment, employment, dismissal, discipline, promotion, demotion, or compensation of a public employee or official, ...

**X. Adjournment**

***Next Board Meeting: October 18, 2023***

GEAUGA COUNTY BOARD OF  
DEVELOPMENTAL DISABILITIES

September 20, 2023

September 20, 2023, Bd. Meeting

Roll Call: 2023 Board

ROLL CALL:

Mrs. Janson	<i>Here</i>	<i>Absent</i>	Mr. Jackson	<i>Here</i>	<i>Absent</i>
Mr. Suttell	<i>Here</i>	<i>Absent</i>	Mr. Miller	<i>Here</i>	<i>Absent</i>
Mrs. Keiper	<i>Here</i>	<i>Absent</i>	Mrs. Wilder	<i>Here</i>	<i>Absent</i>
Mr. Lair	<i>Here</i>	<i>Absent</i>			

*Jana Janson*  
BOARD PRESIDENT, 9/20/23

GEAUGA COUNTY BOARD OF  
DEVELOPMENTAL DISABILITIES

September 20, 2023

**Resolution: 23-64(A)**

BE IT RESOLVED to approve the attached minutes of the July 19, 2023, Board meeting.

MOTION: *Mrs. Keiper*

SECOND: *Mr. Jackson*

DISCUSSION:

ROLL CALL:

Mrs. Janson	<i>Yes</i>	No	Abstain	Mr. Jackson	<i>Yes</i>	No	Abstain
Mr. Suttell	<i>Yes</i>	No	Abstain	Mr. Miller	<i>Yes</i>	No	Abstain
Mrs. Keiper	<i>Yes</i>	No	Abstain	Mrs. Wilder	<i>Yes</i>	No	Abstain
Mr. Lair	<i>Yes</i>	No	<i>Abstain</i>				

*KTO*

*Laura Janson*  
BOARD PRESIDENT, 9/20/23

GEAUGA COUNTY BOARD OF  
DEVELOPMENTAL DISABILITIES

**BOARD MINUTES**

**July 19, 2023**

**Board Members Present**

Laura Janson  
Richard Suttell  
Uschy Keiper  
Stacey Wilder  
Mark Jackson  
Martin Miller

**Administration**

Donald Rice  
Dave Carlson  
Janice Chesnes  
Kellie Tvergyak-Oznowich  
Richelle Mills  
Megan Thirion  
Meredith Myers

**Board Members Absent**

Dave Lair

**I. Call to Order:**

- a. Roll Call 2023 Board:  
A call of the roll indicated that all Board Members were present, except Mr. Lair. There being a quorum present, Mrs. Janson, President of the Board, called the meeting to order.
- b. Approval of Minutes:  
Resolution 23-56(A) was presented to approve the minutes for the June 21, 2023, meeting. This resolution was approved.
- c. Donations to Program:  
There were no donations to approve.
- d. Personnel Actions:  
Resolution 23-05(P) was presented approving personnel actions. This resolution was accepted and approved.

**II. Financial**

- a. Financial Statement Review:  
Mr. Carlson provided a review of the financial statements of all funds for the time period processed in June of 2023. See attached.
- b. Ethics Recommendations:  
Resolution 23-57(A) was presented to approve the ethics recommendation for the time period processed. The Board found that these payments do not present a conflict of interest and this resolution was accepted and approved.
- c. Financial Transactions and Voucher Approvals:  
Resolution 23-11(B) was presented detailing financial transactions and Resolution 23-12(B) was presented approving voucher schedules for the period indicated. These resolutions were approved.

**III. Board Status Reports:**

Mr. Rice reviewed status reports.

**IV. Program Reports:**

Mr. Rice reviewed program reports.

**V. New Business:**

- a. Approvals:
  - i. Supplemental Appropriation:  
Resolution 23-58(A) was presented approving a Supplemental Appropriation for Waiver Match. This resolution was approved.

- ii. Then and Now:  
Resolution 23-59(A) was presented approving a Then and Now for electrical energy services. This resolution was approved.
  - iii. Grants:  
Resolution 23-60(A) was presented approving grant requests made by MSI, and Clear Skies Ahead. This resolution was approved.
  - iv. LFSA Contracts:  
Resolution 23-61(A) was presented approving a list of LFSAs for client services. This resolution was approved.
  - v. Disposal of Assets:  
Resolution 23-62(A) was presented approving the disposal of assets. This resolution was approved.
- b. Issues:
- i. August Board Meeting:  
Mr. Rice reminded the board there is no board meeting in August.
  - ii. Deed Restrictions:  
Mr. Rice informed the board of the legalities connected with the deed restrictions of the Metzenbaum Center property.
  - iii. Annual Plan Goals and Objectives:  
Mr. Rice reviewed with the board what goals have been accomplished and are being finished.

**VI. General Announcements:**

Mrs. Janson called for any other general announcements from the Board or the public:

**VII. Other Business – comments from the floor:**

Mrs. Janson called for any other business from the Board or the public:

**VIII. Executive Session:**

Resolution 23-63(A) was presented approving to move into Executive Session, Pursuant to ORC 121.22 (G)(1) To consider the appointment, employment, dismissal, discipline, promotion...

**IX. Adjournment:**

Mrs. Janson, board president adjourned the meeting.

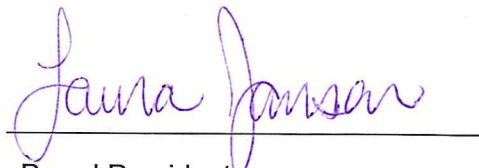
***The Next Board meeting will be on September 20, 2023.***

Submitted:



Donald L. Rice II, Superintendent

Approval:



Board President

*cc: Bd. of Geauga Co. Commissioners, Geauga Co. Probate Court, Geauga Co. Prosecutor*

# Geauga County Board of DD Revenue and Expense Report

6/1/2023-6/30/2023

Account #	Account Description	Budget	MTD Actual	YTD Actual	Remaining Budget	% of Budget
<b>REVENUE</b>						
401	Property and Other Taxes	12,035,803.00	50,392.75	6,275,992.52	5,759,810.48	52%
410	State Reimbursement-Real Estate	1,180,460.00	.00	597,876.23	582,583.77	51%
412	Federal Grants	696,000.00	44,730.66	469,347.53	226,652.47	67%
413	State Revenues	600,000.00	73,181.22	283,466.61	316,533.39	47%
420	Fees	766,000.00	113,392.44	528,427.68	237,572.32	69%
450	Interest	.00	.00	4,372.73	(4,372.73)	--
451	Donations	20,000.00	115.00	372,496.62	(352,496.62)	1862%
452	Other Revenue	200,000.00	102.04	1,003,818.91	(803,818.91)	502%
452.0104	Other Revenue Real Estate Fee Fund	.00	1,820.00	1,820.00	(1,820.00)	--
457	Reimbursements	.00	.00	.00	.00	--
		<b>\$15,498,263.00</b>	<b>\$283,734.11</b>	<b>\$9,537,618.83</b>	<b>\$5,960,644.17</b>	<b>62%</b>
<b>EXPENSE</b>						
501	Salaries	3,502,000.00	385,114.05	1,636,319.58	1,865,680.42	47%
502	Medicare	51,000.00	5,496.16	23,203.28	27,796.72	45%
503	Hospitalization	750,000.00	59,941.22	363,691.32	386,308.68	48%
504	OPERS	490,280.00	33,529.46	217,311.61	272,968.39	44%
505	Workers Compensation	15,000.00	.00	.00	15,000.00	--
506	Unemployment	7,000.00	.00	1,394.90	5,605.10	20%
507	STRS	18,000.00	1,787.30	7,421.70	10,578.30	41%
601	Contract Services	1,064,647.50	47,603.98	351,417.71	713,229.79	33%
701	Materials and Supplies	397,649.47	26,229.45	189,798.23	207,851.24	48%
801	Equipment	231,029.64	1,668.68	54,884.42	176,145.22	24%
901	Other	304,579.69	8,599.04	165,444.00	139,135.69	54%
902	Travel	69,384.20	5,604.92	26,267.56	43,116.64	38%
903	Advertising	40,000.00	691.27	17,542.03	22,457.97	44%
601	Res Svc (2063) Contract Services	10,583,638.88	1,685,177.38	4,745,084.60	5,838,554.28	45%
601	Capital (4023) Contract Services	1,345,878.44	.00	407,151.10	938,727.34	30%
901	Donation (2058) Other Expenses	47,663.42	259.56	24,058.19	23,605.23	50%
		<b>\$18,917,751.24</b>	<b>\$2,261,702.47</b>	<b>\$8,230,990.23</b>	<b>\$10,686,761.01</b>	<b>44%</b>
<b>INTERFUND TRANSFERS</b>						
499	Transfers In-2063	10,400,000.00	.00	5,000,000.00	5,400,000.00	48%
499	Transfers In-2096	.00	.00	.00	.00	0%
999	Transfers Out	8,400,000.00	.00	5,000,000.00	3,400,000.00	60%

GEAUGA COUNTY BOARD OF  
DEVELOPMENTAL DISABILITIES

September 20, 2023

**Resolution: 23-06(D)**

BE IT RESOLVED to accept the donations to the program. On behalf of the Board, the Superintendent is directed to deposit these funds in the accounts specified. Also, he is directed to forward a letter of thanks and appreciation to each donor.

Donor	Gift	Use
Pamela Hill	\$500.00	In memory of Shawna Hill, general use
Ralph and Francine Wilson	\$25.00	General use.

MOTION: *Mrs. Janson*

SECOND: *Mr. Lair*

DISCUSSION:

ROLL CALL:

Mrs. Janson	<i>Yes</i>	No	Abstain	Mr. Jackson	<i>Yes</i>	No	Abstain
Mr. Suttell	<i>Yes</i>	No	Abstain	Mr. Miller	<i>Yes</i>	No	Abstain
Mrs. Keiper	<i>Yes</i>	No	Abstain	Mrs. Wilder	<i>Yes</i>	No	Abstain
Mr. Lair	<i>Yes</i>	No	Abstain				

*Laura Janson*  
BOARD PRESIDENT, 9/20/23

GEAUGA COUNTY BOARD OF  
DEVELOPMENTAL DISABILITIES

September 20, 2023

06  
Resolution: 23-05(P)

BE IT RESOLVED to confirm the following personnel actions:

<u>Appointments</u>	<u>Position</u>	<u>Department</u>	<u>Date</u>
Caitlin Kenney	SSA	CSS	7/10/23

<u>Separations</u>			
Andrew Carroll	Lawn Care/Custodian	Bldgs. & Grounds	7/12/23

<u>Changes</u>			
Rochelle Payne	School Age Coordinator	EI/HMG	7/12/23
Emily Stendalen	Fiscal Coordinator	Business Office	8/7/23

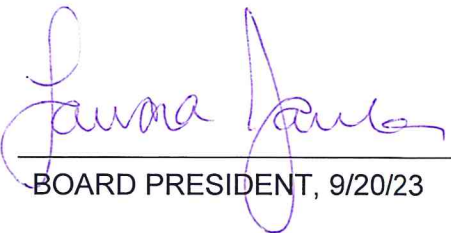
MOTION: Mrs. Janson

SECOND: Mr. Jackson

DISCUSSION:

ROLL CALL:

Mrs. Janson	Yes	No	Abstain	Mr. Jackson	Yes	No	Abstain
Mr. Suttell	Yes	No	Abstain	Mr. Miller	Yes	No	Abstain
Mrs. Keiper	Yes	No	Abstain	Mrs. Wilder	Yes	No	Abstain
Mr. Lair	Yes	No	Abstain				

  
BOARD PRESIDENT, 9/20/23



GEAUGA COUNTY BOARD OF  
DEVELOPMENTAL DISABILITIES

February 15, 2023

**Resolution: 23-65(A)**

BE IT RESOLVED to approve the following Resolution of Appreciation:

- Dontez Warren

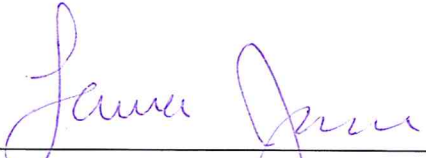
BE IT FURTHER RESOLVED that the Superintendent is directed to take any and all action necessary to carry out this resolution.

MOTION: Mr. LAIR  
SECOND: Mr. Jackson

DISCUSSION:

ROLL CALL:

Mrs. Janson	Yes	No	Abstain	Mr. Jackson	Yes	No	Abstain
Mr. Suttell	Yes	No	Abstain	Mr. Miller	Yes	No	Abstain
Mrs. Keiper	Yes	No	Abstain	Mrs. Wilder	Yes	No	Abstain
Mr. Lair	Yes	No	Abstain				

  
BOARD PRESIDENT, 2/15/23

# Geauga County Board of DD Revenue and Expense Report

7/1/2023-7/31/2023

Account #	Account Description	Budget	MTD Actual	YTD Actual	Remaining Budget	% of Budget
<b>REVENUE</b>						
401	Property and Other Taxes	12,035,803.00	.00	6,275,992.52	5,759,810.48	52%
410	State Reimbursement-Real Estate	1,180,460.00	.00	597,876.23	582,583.77	51%
412	Federal Grants	696,000.00	44,881.23	514,228.76	181,771.24	74%
413	State Revenues	600,000.00	25,728.41	309,195.02	290,804.98	52%
420	Fees	766,000.00	51,570.55	579,998.23	186,001.77	76%
450	Interest	.00	.00	4,372.73	(4,372.73)	--
451	Donations	20,000.00	.00	372,496.62	(352,496.62)	1862%
452	Other Revenue	200,000.00	26.87	1,003,845.78	(803,845.78)	502%
452.0104	Other Revenue Real Estate Fee Fund	.00	.00	1,820.00	(1,820.00)	--
457	Reimbursements	.00	.00	.00	.00	--
		\$15,498,263.00	\$122,207.06	\$9,659,825.89	\$5,838,437.11	62%
<b>EXPENSE</b>						
501	Salaries	3,502,000.00	261,097.10	1,897,416.68	1,604,583.32	54%
502	Medicare	51,000.00	3,697.87	26,901.15	24,098.85	53%
503	Hospitalization	750,000.00	60,780.06	424,471.38	325,528.62	57%
504	OPERS	490,280.00	33,842.85	251,154.46	239,125.54	51%
505	Workers Compensation	15,000.00	.00	.00	15,000.00	--
506	Unemployment	7,000.00	456.56	1,851.46	5,148.54	26%
507	STRS	18,000.00	1,067.76	8,489.46	9,510.54	47%
601	Contract Services	1,064,647.50	45,862.29	397,280.00	667,367.50	37%
701	Materials and Supplies	397,649.47	5,135.32	194,933.55	202,715.92	49%
801	Equipment	231,029.64	2,820.47	57,704.89	173,324.75	25%
901	Other	304,579.69	1,746.03	167,190.03	137,389.66	55%
902	Travel	69,384.20	4,797.37	31,064.93	38,319.27	45%
903	Advertising	40,000.00	14.41	17,556.44	22,443.56	44%
601	Res Svc (2063) Contract Services	10,583,638.88	351,769.88	5,096,854.48	5,486,784.40	48%
601	Capital (4023) Contract Services	1,345,878.44	34,886.00	442,037.10	903,841.34	33%
901	Donation (2058) Other Expenses	47,663.42	73.40	24,131.59	23,531.83	51%
		\$18,917,751.24	\$808,047.37	\$9,039,037.60	\$9,878,713.64	48%
<b>INTERFUND TRANSFERS</b>						
499	Transfers In-2063	10,400,000.00	2,000,000.00	7,000,000.00	3,400,000.00	67%
499	Transfers In-2096	.00	.00	.00	.00	0%
999	Transfers Out	10,400,000.00	2,000,000.00	7,000,000.00	3,400,000.00	67%

GEAUGA COUNTY BOARD OF  
DEVELOPMENTAL DISABILITIES

September 20, 2023

**Resolution: 23-66(A)**

BE IT RESOLVED that the Board has reviewed the financial transactions processed in the time period of July 2023.

BE IT FURTHER RESOLVED that upon review, it was found that payments do not present a conflict of interest and no violation of the ethics rule was determined to have occurred.

MOTION: *Mrs. Keiper*

SECOND: *Mrs. Janson*

DISCUSSION:

ROLL CALL:

Mrs. Janson	<i>Yes</i>	No	Abstain	Mr. Jackson	<i>Yes</i>	No	Abstain
Mr. Suttell	<i>Yes</i>	No	Abstain	Mr. Miller	Yes	No	Abstain
Mrs. Keiper	<i>Yes</i>	No	Abstain	Mrs. Wilder	<i>Yes</i>	No	Abstain
Mr. Lair	<i>Yes</i>	No	Abstain				

*Laura Janson*  
\_\_\_\_\_  
BOARD PRESIDENT, 9/20/23

**GEAUGA COUNTY BOARD OF DEVELOPMENTAL DISABILITIES**

RESOLUTION # 23 - 13 (B) Financial Transactions July, 2023

Be it resolved that the Geauga County Board of Developmental Disabilities at its board meeting dated September 20th, 2023 approved the following purchase order certifications and financial transactions for the General Operating, Donation, Residential, and Construction Funds (accounts with no activity not shown).

**Operating Fund (2027)**

**Payroll and Related Encumbrances:**

Account	Amount	Pay Dates: 7/14,7/28
501 - Salaries	\$ 261,097.10	
502 - Medicare	\$ 3,697.87	
504 - PERS	\$ 33,842.85	
505 - Workers Comp	\$ -	
506 - Unemployment	\$ 456.56	
507 - STRS	\$ 1,067.76	
	<u>\$ 300,162.14</u>	

**Purchase Orders:**

Vendor	Fund	Amount	Description	PO Number
MIDAMERICAN ENERGY SERVICES LLC	2027	\$ 3,907.14	Electrical Energy Supply Charges-2022	2023-00002986

\$ 3,907.14

Motion: *Mr. Lair*  
 Second: *Mrs. Janson*  
 Discussion?

**Roll Call Vote:**

Mr. Jackson:	<u>Yea</u>	Nay	Abstain	Mr. Miller:	<u>Yea</u>	Nay	Abstain
Mrs. Janson:	<u>Yea</u>	Nay	Abstain	Mr. Suttell:	<u>Yea</u>	Nay	Abstain
Mrs. Wilder:	<u>Yea</u>	Nay	Abstain	Mr. Lair:	<u>Yea</u>	Nay	Abstain
Mrs. Keiper:	<u>Yea</u>	Nay	Abstain				

*Faura Janson*  
 \_\_\_\_\_  
 President

BY OFFICIAL ACTION OF THE BOARD

September 20th, 2023

**GEAUGA COUNTY BOARD OF DEVELOPMENTAL DISABILITIES**

RESOLUTION # 23 - 14 (B) Voucher Approval - July, 2023

BE IT RESOLVED to confirm the payment of Voucher Schedule **23 14 - O** with expenditures totaling **2,121,155.95**

ACCOUNT	CY 2023 APPROP	EXPENDITURES			APPROP BALANCE	PERCENT EXPENDED
		BEGINNING 07/01/23	PERIOD 7/1/2023-7/31/2023	YTD		
503 Hospitalization	750,000.00	363,691.32	60,780.06	424,471.38	325,528.62	57%
601 Contract Services	1,064,647.50	351,417.71	45,862.29	397,280.00	667,367.50	37%
701 Materials and Supplies	397,649.47	189,798.23	5,135.32	194,933.55	202,715.92	49%
801 Equipment	231,029.64	54,884.42	2,820.47	57,704.89	173,324.75	25%
901 Other	304,579.69	165,444.00	1,746.03	167,190.03	137,389.66	55%
902 Travel	69,384.20	26,267.56	4,797.37	31,064.93	38,319.27	45%
903 Advertising	40,000.00	17,542.03	14.41	17,556.44	22,443.56	44%
999 Transfers Out	10,400,000.00	5,000,000.00	2,000,000.00	7,000,000.00	3,400,000.00	67%
<b>TOTAL</b>	<b>13,257,290.50</b>	<b>6,169,045.27</b>	<b>2,121,155.95</b>	<b>8,290,201.22</b>	<b>4,967,089.28</b>	<b>63%</b>

BE IT FURTHER RESOLVED to confirm the payment of Voucher Schedule **23 14 - D** with expenditures totaling **73.40**

ACCOUNT	CY 2023 APPROP	EXPENDITURES			APPROP BALANCE	PERCENT EXPENDED
		BEGINNING 07/01/23	PERIOD 7/1/2023-7/31/2023	YTD		
901 Other Expenses	47,663.42	24,058.19	73.40	24,131.59	23,531.83	51%
<b>TOTAL</b>	<b>47,663.42</b>	<b>24,058.19</b>	<b>73.40</b>	<b>24,131.59</b>	<b>23,531.83</b>	<b>51%</b>

BE IT FURTHER RESOLVED to confirm the payment of Voucher Schedule **23 14 - R** with expenditures totaling **351,769.88**

ACCOUNT	CY 2023 APPROP	EXPENDITURES			APPROP BALANCE	PERCENT EXPENDED
		BEGINNING 07/01/23	PERIOD 7/1/2023-7/31/2023	YTD		
601 Service Contracts	10,583,638.88	4,745,084.60	351,769.88	5,096,854.48	5,486,784.40	48%
<b>TOTAL</b>	<b>10,583,638.88</b>	<b>4,745,084.60</b>	<b>351,769.88</b>	<b>5,096,854.48</b>	<b>5,486,784.40</b>	<b>48%</b>

BE IT FURTHER RESOLVED to confirm the payment of Voucher Schedule **23 14 - C** with expenditures totaling **34,886.00**

ACCOUNT	CY 2023 APPROP	EXPENDITURES			APPROP BALANCE	PERCENT EXPENDED
		BEGINNING 07/01/23	PERIOD 7/1/2023-7/31/2023	YTD		
601 Service Contracts	1,345,878.44	407,141.10	34,886.00	442,027.10	903,851.34	33%
<b>TOTAL</b>	<b>1,345,878.44</b>	<b>407,141.10</b>	<b>34,886.00</b>	<b>442,027.10</b>	<b>903,851.34</b>	<b>33%</b>

Motion: *Mr. Lair*  
 Second: *Mrs. Janson*  
 Discussion:

Roll Call Vote:

Mr. Jackson:	<input checked="" type="radio"/> Yea	<input type="radio"/> Nay	<input type="radio"/> Abstain	Mr. Miller:	<input checked="" type="radio"/> Yea	<input type="radio"/> Nay	<input type="radio"/> Abstain
Mrs. Janson:	<input checked="" type="radio"/> Yea	<input type="radio"/> Nay	<input type="radio"/> Abstain	Mr. Suttell:	<input checked="" type="radio"/> Yea	<input type="radio"/> Nay	<input type="radio"/> Abstain
Mrs. Wilder:	<input checked="" type="radio"/> Yea	<input type="radio"/> Nay	<input type="radio"/> Abstain	Mr. Lair:	<input checked="" type="radio"/> Yea	<input type="radio"/> Nay	<input type="radio"/> Abstain
Mrs. Keiper:	<input checked="" type="radio"/> Yea	<input type="radio"/> Nay	<input type="radio"/> Abstain				

*Jana*  
 \_\_\_\_\_  
 President

# Geauga County Board of DD Revenue and Expense Report

8/1/2023-8/31/2023

Account #	Account Description	Budget	MTD Actual	YTD Actual	Remaining Budget	% of Budget
<b>REVENUE</b>						
401	Property and Other Taxes	12,035,803.00	.00	6,275,992.52	5,759,810.48	52%
410	State Reimbursement-Real Estate	1,180,460.00	.00	597,876.23	582,583.77	51%
412	Federal Grants	696,000.00	.00	514,228.76	181,771.24	74%
413	State Revenues	600,000.00	.00	309,195.02	290,804.98	52%
420	Fees	766,000.00	.00	579,998.23	186,001.77	76%
450	Interest	.00	4,889.94	9,262.67	(9,262.67)	--
451	Donations	20,000.00	.00	372,496.62	(352,496.62)	1862%
452	Other Revenue	200,000.00	213.98	1,004,059.76	(804,059.76)	502%
452.0104	Other Revenue Real Estate Fee Fund	.00	.00	1,820.00	(1,820.00)	--
457	Reimbursements	.00	.00	.00	.00	--
		<u>\$15,498,263.00</u>	<u>\$5,103.92</u>	<u>\$9,664,929.81</u>	<u>\$5,833,333.19</u>	<u>62%</u>

## EXPENSE

501	Salaries	3,502,000.00	265,437.82	2,162,854.50	1,339,145.50	62%
502	Medicare	51,000.00	3,760.89	30,662.04	20,337.96	60%
503	Hospitalization	750,000.00	280.00	424,751.38	325,248.62	57%
504	OPERS	490,280.00	.00	251,154.46	239,125.54	51%
505	Workers Compensation	15,000.00	.00	.00	15,000.00	--
506	Unemployment	7,000.00	.00	1,851.46	5,148.54	26%
507	STRS	18,000.00	1,028.57	9,518.03	8,481.97	53%
601	Contract Services	1,064,647.50	30,018.68	427,298.68	637,348.82	40%
701	Materials and Supplies	397,649.47	10,645.46	205,579.01	192,070.46	52%
801	Equipment	231,029.64	8,292.21	65,997.10	165,032.54	29%
901	Other	304,579.69	569.00	167,759.03	136,820.66	55%
902	Travel	69,384.20	5,989.31	37,054.24	32,329.96	53%
903	Advertising	40,000.00	559.98	18,116.42	21,883.58	45%
601	Res Svc (2063) Contract Services	10,583,638.88	1,771,460.56	6,868,315.04	3,715,323.84	65%
601	Capital (4023) Contract Services	1,345,878.44	93,798.21	535,835.31	810,043.13	40%
901	Donation (2058) Other Expenses	47,663.42	238.01	24,369.60	23,293.82	51%
		<u>\$18,917,751.24</u>	<u>\$2,192,078.70</u>	<u>\$11,231,116.30</u>	<u>\$7,686,634.94</u>	<u>59%</u>

## INTERFUND TRANSFERS

499	Transfers In-2063	10,400,000.00	.00	7,000,000.00	3,400,000.00	67%
499	Transfers In-2096	.00	.00	.00	.00	0%
999	Transfers Out	10,400,000.00	.00	7,000,000.00	3,400,000.00	67%

GEAUGA COUNTY BOARD OF  
DEVELOPMENTAL DISABILITIES

September 20, 2023

**Resolution: 23-67(A)**

BE IT RESOLVED that the Board has reviewed the financial transactions processed in the time period of August 2023.

BE IT FURTHER RESOLVED that upon review, it was found that payments do not present a conflict of interest and no violation of the ethics rule was determined to have occurred.


MOTION: *Mrs. Janson*

SECOND: *Mr. Lair*

DISCUSSION:

ROLL CALL:

Mrs. Janson	<i>Yes</i>	No	Abstain	Mr. Jackson	<i>Yes</i>	No	Abstain
Mr. Suttell	<i>Yes</i>	No	Abstain	Mr. Miller	Yes	No	Abstain
Mrs. Keiper	<i>Yes</i>	No	Abstain	Mrs. Wilder	<i>Yes</i>	No	Abstain
Mr. Lair	<i>Yes</i>	No	Abstain				

  
BOARD PRESIDENT, 9/20/23

**GEAUGA COUNTY BOARD OF DEVELOPMENTAL DISABILITIES**

RESOLUTION # 23 - 15 (B) Financial Transactions August, 2023

Be it resolved that the Geauga County Board of Developmental Disabilities at its board meeting dated September 20th, 2023 approved the following purchase order certifications and financial transactions for the General Operating, Donation, Residential, and Construction Funds (accounts with no activity not shown).

**Operating Fund (2027)**

**Payroll and Related Encumbrances:**

Account	Amount	Pay Dates: 8/11, 8/25
501 - Salaries	\$ 265,437.82	
502 - Medicare	\$ 3,760.89	
504 - PERS	\$ -	
505 - Workers Comp	\$ -	
506 - Unemployment	\$ -	
507 - STRS	\$ 1,028.57	
	\$ 270,227.28	

**Purchase Orders:**

Vendor	Fund	Amount	Description	PO Number
HERITAGE POOL SUPPLY GROUP	2027	\$ 2,422.68	Pool Supplies (reference PO 2023-00000222)	2023-00003072
KANGAS, MARY JANE	2063	\$ 3,000.00	Transportation	2023-00003263
MK ROOFING & CONSTRUCTION	4023	\$ 7,053.00	Awning Roof Repair	2023-00003021
NELSON, BRITTANY	2063	\$ 2,500.00	Transportation	2023-00003265
PAVICK, SANDRA L.	2063	\$ 1,000.00	Transportation	2023-00003264

\$ 15,975.68

Motion: *Mrs. Keiper*  
 Second: *Mrs. Janson*  
 Discussion?

**Roll Call Vote:**

Mr. Jackson:	<u>Yea</u>	Nay	Abstain	Mr. Miller:	<u>Yea</u>	Nay	Abstain
Mrs. Janson:	<u>Yea</u>	Nay	Abstain	Mr. Suttell:	<u>Yea</u>	Nay	Abstain
Mrs. Wilder:	<u>Yea</u>	Nay	Abstain	Mr. Lair:	<u>Yea</u>	Nay	Abstain
Mrs. Keiper:	<u>Yea</u>	Nay	Abstain				

*Jane Janson*  
 \_\_\_\_\_  
 President



**GEAUGA COUNTY BOARD OF DEVELOPMENTAL DISABILITIES**

RESOLUTION # 23 - 16 (B) Voucher Approval - August, 2023

BE IT RESOLVED to confirm the payment of Voucher Schedule **23 16 - O** with expenditures totaling **56,354.64**

ACCOUNT	CY 2023 APPROP	EXPENDITURES			APPROP BALANCE	PERCENT EXPENDED
		BEGINNING 08/01/23	PERIOD 8/1/2023-8/31/2023	YTD		
503 Hospitalization	750,000.00	424,471.38	280.00	424,751.38	325,248.62	57%
601 Contract Services	1,064,647.50	397,280.00	30,018.68	427,298.68	637,348.82	40%
701 Materials and Supplies	397,649.47	194,933.55	10,645.46	205,579.01	192,070.46	52%
801 Equipment	231,029.64	57,704.89	8,292.21	65,997.10	165,032.54	29%
901 Other	304,579.69	167,190.03	569.00	167,759.03	136,820.66	55%
902 Travel	69,384.20	31,064.93	5,989.31	37,054.24	32,329.96	53%
903 Advertising	40,000.00	17,556.44	559.98	18,116.42	21,883.58	45%
999 Transfers Out	10,400,000.00	7,000,000.00	-	7,000,000.00	3,400,000.00	67%
<b>TOTAL</b>	<b>13,257,290.50</b>	<b>8,290,201.22</b>	<b>56,354.64</b>	<b>8,346,555.86</b>	<b>4,910,734.64</b>	<b>63%</b>

BE IT FURTHER RESOLVED to confirm the payment of Voucher Schedule **23 16 - D** with expenditures totaling **238.01**

ACCOUNT	CY 2023 APPROP	EXPENDITURES			APPROP BALANCE	PERCENT EXPENDED
		BEGINNING 08/01/23	PERIOD 8/1/2023-8/31/2023	YTD		
901 Other Expenses	47,663.42	24,131.59	238.01	24,369.60	23,293.82	51%
<b>TOTAL</b>	<b>47,663.42</b>	<b>24,131.59</b>	<b>238.01</b>	<b>24,369.60</b>	<b>23,293.82</b>	<b>51%</b>

BE IT FURTHER RESOLVED to confirm the payment of Voucher Schedule **23 16 - R** with expenditures totaling **1,771,460.56**

ACCOUNT	CY 2023 APPROP	EXPENDITURES			APPROP BALANCE	PERCENT EXPENDED
		BEGINNING 08/01/23	PERIOD 8/1/2023-8/31/2023	YTD		
601 Service Contracts	10,583,638.88	5,096,854.48	1,771,460.56	6,868,315.04	3,715,323.84	65%
<b>TOTAL</b>	<b>10,583,638.88</b>	<b>5,096,854.48</b>	<b>1,771,460.56</b>	<b>6,868,315.04</b>	<b>3,715,323.84</b>	<b>65%</b>

BE IT FURTHER RESOLVED to confirm the payment of Voucher Schedule **23 16 - C** with expenditures totaling **93,798.21**

ACCOUNT	CY 2023 APPROP	EXPENDITURES			APPROP BALANCE	PERCENT EXPENDED
		BEGINNING 08/01/23	PERIOD 8/1/2023-8/31/2023	YTD		
601 Service Contracts	1,345,878.44	442,027.10	93,798.21	535,825.31	810,053.13	40%
<b>TOTAL</b>	<b>1,345,878.44</b>	<b>442,027.10</b>	<b>93,798.21</b>	<b>535,825.31</b>	<b>810,053.13</b>	<b>40%</b>

Motion: *Mr. Lair*  
 Second: *Mr. Keiper*  
 Discussion:

Roll Call Vote:

Mr. Jackson:	<input checked="" type="radio"/> Yea	<input type="radio"/> Nay	<input type="radio"/> Abstain	Mr. Miller:	<input checked="" type="radio"/> Yea	<input type="radio"/> Nay	<input type="radio"/> Abstain
Mrs. Janson:	<input checked="" type="radio"/> Yea	<input type="radio"/> Nay	<input type="radio"/> Abstain	Mr. Suttell:	<input checked="" type="radio"/> Yea	<input type="radio"/> Nay	<input type="radio"/> Abstain
Mrs. Wilder:	<input checked="" type="radio"/> Yea	<input type="radio"/> Nay	<input type="radio"/> Abstain	Mr. Lair:	<input checked="" type="radio"/> Yea	<input type="radio"/> Nay	<input type="radio"/> Abstain
Mrs. Keiper:	<input checked="" type="radio"/> Yea	<input type="radio"/> Nay	<input type="radio"/> Abstain				

*[Signature]*  
 \_\_\_\_\_  
 President

GEAUGA COUNTY BOARD OF  
DEVELOPMENTAL DISABILITIES

September 20, 2023

**Resolution: 23-68(A)**

BE IT RESOLVED to approve the 2024 Budget as discussed during the September 20<sup>th</sup>, 2023, Board meeting.

BE IF FURTHER RESOLVED that the Superintendent is directed to take any and all action necessary to carry out this resolution.

MOTION: *Mr. Lair*

SECOND: *Mrs. Janson*

DISCUSSION:

ROLL CALL:

Mrs. Janson	<i>Yes</i>	No	Abstain	Mr. Jackson	<i>Yes</i>	No	Abstain
Mr. Suttell	<i>Yes</i>	No	Abstain	Mr. Miller	<i>Yes</i>	No	Abstain
Mrs. Keiper	<i>Yes</i>	No	Abstain	Mrs. Wilder	<i>Yes</i>	No	Abstain
Mr. Lair	<i>Yes</i>	No	Abstain				

*Laura Janson*  
BOARD PRESIDENT, 9/20/23

GEAUGA COUNTY BOARD OF  
DEVELOPMENTAL DISABILITIES

September 20, 2023

**Resolution: 23-69(A)**

BE IT RESOLVED to approve a Supplemental Appropriation of \$15,000 in the General Fund Travel account (2027-056-00-902). This amount will be used for employee expenses related to travel and training.

BE IT FURTHER RESOLVED to approve a Cash Transfer of \$3,400,000 from the General Fund Transfer Out account (2027-056-00-999) to the Residential Services Fund Transfer In account (2063-056-00-499). This amount will be used for waiver match and other locally funded services.

BE IT FURTHER RESOLVED that the Superintendent is directed to take any and all action necessary to carry out this resolution.


MOTION: Mrs. Janson

SECOND: Mrs. Keiper

DISCUSSION:

ROLL CALL:

Mrs. Janson	Yes	No	Abstain	Mr. Jackson	Yes	No	Abstain
Mr. Suttell	Yes	No	Abstain	Mr. Miller	Yes	No	Abstain
Mrs. Keiper	Yes	No	Abstain	Mrs. Wilder	Yes	No	Abstain
Mr. Lair	Yes	No	Abstain				

  
BOARD PRESIDENT, 9/20/23

GEAUGA COUNTY BOARD OF  
DEVELOPMENTAL DISABILITIES

September 20, 2023

**Resolution: 23-70(A)**

BE IT RESOLVED to approve the attached grant request from the Jewish Family Service Association of Cleveland (JFSA), in an amount not to exceed \$254,000 to help fund the cost of program functions and operations.

BE IT FURTHER RESOLVED that the Superintendent is directed to take any and all action necessary to carry out this resolution.


MOTION: Mrs. Janson

SECOND: Mr. Jackson

DISCUSSION:

ROLL CALL:

Mrs. Janson	Yes	No	Abstain	Mr. Jackson	Yes	No	Abstain
Mr. Suttell	Yes	No	Abstain	Mr. Miller	Yes	No	Abstain
Mrs. Keiper	Yes	No	Abstain	Mrs. Wilder	Yes	No	Abstain
Mr. Lair	Yes	No	Abstain				

  
BOARD PRESIDENT, 9/20/23

## Grant Agreement

This grant agreement is initiated on this 20<sup>th</sup> of September, 2023, between the Geauga County Board of Developmental Disabilities (GCBDD) of 8200 Cedar Rd., Chesterland, OH 44026 and Jewish Family Service Association of Cleveland, Ohio (grantee) of 29125 Chagrin Blvd. Beachwood OH 44122, a not-for-profit corporation duly organized under the laws of the State of Ohio pursuant to Chapter 1702 of the Ohio Revised Code.

The GCBDD has approved a ICF partnership grant not to exceed \$254,000. Pursuant to the agreement dated January 1, 2019, grantee will continue to operate the Metzenbaum Residences ICF in partnership with GCBDD. The grant period will run from September 20<sup>th</sup>, 2023 through December 31<sup>st</sup>, 2023, and the award will be made in a single payment upon the execution of this agreement.

The grantee will maintain records of all expenditures associated with this award. The grantee will furnish a complete record to GCBDD by the conclusion of the grant period. Funds not expended shall be returned to GCBDD upon completion of the grant period.

SIGNATURES:

\_\_\_\_\_  
Donald L. Rice, II, Superintendent  
Geauga County Board of Developmental Disabilities

\_\_\_\_\_  
Date

\_\_\_\_\_  
Susan Bichsel, PhD, President & CEO  
Jewish Family Services Association of Cleveland

\_\_\_\_\_  
Date

Approved to Form

\_\_\_\_\_  
Sheila Salem, Assistant Prosecuting Attorney

\_\_\_\_\_  
Date

GEAUGA COUNTY AUDITOR'S CERTIFICATION:

GEAUGA COUNTY BOARD OF  
DEVELOPMENTAL DISABILITIES

September 20, 2023

**Resolution: 23-71(A)**

BE IT RESOLVED to approve the following locally funded services agreement:

- Mary Kangas, in an amount not to exceed \$3,000 for transportation services
- Rainbow of Hope OH, in an amount not to exceed \$50,000 for day hab services

BE IT FURTHER RESOLVED to approve the following locally funded services agreement addendum:

- Maple Leaf Community Residences, in an amount not to exceed \$230,000 for residential services
- Nancy Adams, in an amount not to exceed \$60,000 for transportation services
- Rachel Adams, in an amount not to exceed \$3,081.85 for transportation services
- Timothy Rose, in an amount not to exceed \$7,000 for transportation services
- William Koehl, in an amount not to exceed \$3,500 for transportation services

BE IT FURTHER RESOLVED that the Superintendent is directed to take any and all action necessary to carry out this resolution.

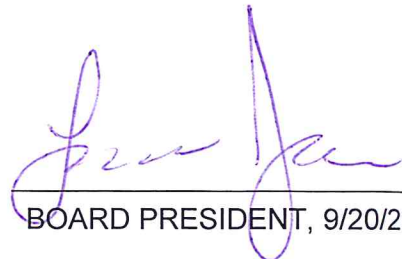
MOTION: *Mrs. Janson*

SECOND: *Mr. Jackson*

DISCUSSION:

ROLL CALL:

Mrs. Janson	<u>Yes</u>	No	Abstain	Mr. Jackson	<u>Yes</u>	No	Abstain
Mr. Suttell	<u>Yes</u>	No	Abstain	Mr. Miller	Yes	No	Abstain
Mrs. Keiper	<u>Yes</u>	No	Abstain	Mrs. Wilder	<u>Yes</u>	No	Abstain
Mr. Lair	<u>Yes</u>	No	Abstain				

  
BOARD PRESIDENT, 9/20/23

## LOCALLY FUNDED SERVICES AGREEMENT

This Agreement is between Rainbow of Hope OH (Provider), and the Geauga County Board of Developmental Disabilities (Board).

### 1.) TERM

This Agreement shall be effective 10/1/2023 through 12/31/2023 . This agreement shall automatically renew for successive one (1) year periods on its anniversary date unless terminated as permitted in paragraph 10.

### 2.) COMPENSATION

Compensation under this Agreement is limited to services provided to individuals not enrolled on a Medicaid waiver program administered by the Ohio Department of Developmental Disabilities otherwise known as Locally Funded Services.

With prior approval by the Board, compensation under this Agreement is also available to individuals enrolled on a Medicaid waiver for services not available (reimbursable) under the waiver program.

The Board shall compensate the Provider for services authorized in an individual's service plan (ISP). Authorized services are documented by the Payment for Authorized Services (PAS) form, including any revisions, which shall be considered part of this agreement. The daily rates authorized on the PAS will match the Individual's assessed acuity, as identified in the ISP. Daily rate reimbursement includes both transportation and day service supports.

The reimbursement rates are as follows:

- A- \$41.50
- B- \$60.50
- C- \$80.00

The Provider shall invoice the Board monthly for services rendered under a PAS, unless services are provided infrequently or on a one-time basis. The Board shall not be obligated to pay the provider for services covered by any invoice submitted more than ninety (90) days after the date of service, or more than sixty (60) days after this Agreement terminates, whichever is earlier. The invoice shall be in a format as determined by the Board. Payments shall not exceed \$50,000.00 for the initial term of this agreement. Each renewal period will have a cap set annually by the Board.

The Board, upon approval of services rendered and amount invoiced, shall process payment to Provider within thirty (30) days of receipt of invoice.

#### Funding Arrangements:

This agreement covers only individuals determined eligible by the Board. To be eligible for reimbursement all services must be authorized in the individual's service plan (ISP).

### 3.) INDEPENDENT CONTRACTOR



Provider shall be considered an independent contractor and shall not be considered an employee of the Board, for any purpose whatsoever, and shall not be eligible for benefits available to Board employees. Provider is solely responsible for any federal, state, or local taxes arising from compensation received under this Agreement.

#### **4.) CONFIDENTIALITY/HIPAA COMPLIANCE**

The parties shall cooperate in operationalizing requirements imposed upon them by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). A Business Associates Agreement shall be executed and made part of this agreement [Attachment A].

#### **5.) RESPONSIBILITIES OF THE BOARD**

Prepare and distribute PAS Forms in a timely manner. Compensate Provider in accordance with paragraph 2. Review the quality of care, cost effectiveness, and service utilization of Provider services in accordance with applicable requirements by law and Board Policy. Monitor and evaluate compliance with this Agreement. If necessary, conduct its own investigation of any complaint or incident.

#### **6.) SERVICES PROVIDED BY AND RESPONSIBILITIES OF PROVIDER.**

The Provider shall render services in accordance with the individual's service plan as evidenced by a PAS Form.

An Individual may terminate their services at any time with or without notice.

The Provider may terminate services, to an individual, with thirty (30) days prior written notice. When Provider initiates termination of services, the Provider will assist during transition to subsequent provider.

#### **7.) DOCUMENTATION AND RECORD RETENTION**

Provider shall keep accurate, current, and complete records for each individual in accordance with applicable requirements by law and Board Policy.

Provider shall provide the Board with information which is reasonably necessary to permit the Board to:

- Monitor and evaluate Provider's compliance with the terms of this agreement
- Conduct its own investigation of any complaint or incident, and
- Perform any and all of its duties.

Provider shall provide reports as requested by the board. Any information or report shall be submitted in the format prescribed or approved by the Board.

#### **8.) INDEMNIFICATION**

To the fullest extent permitted by law, Provider shall, indemnify, defend and hold harmless the Board, its officers, directors, trustees, agents, members successors, and employees from and against any and all claims, liability actions, causes of action, complaints, costs expenses, attorney fees and demands

whatsoever, in law and in equity arising out of, alleged to rise out of, as a result of, or alleged as result of any act or omission of Provider or any of its employees or agents in the performance of this Agreement.

#### **9.) INSURANCE**

Provider shall include automobile, general, and professional liability insurance (as applicable to services provided) in an amount equal to (or greater) than statutory requirements. Provider's insurance shall be primary with respect to the Provider, notwithstanding, any other insurance covering the Board. If requested by the Board. Provider shall provide proof of insurance.

#### **10.) TERMINATION/MODIFICATION**

This agreement may be terminated prior to the expiration of the term hereof as follows:

**By agreement:** In the event the Board and Provider shall in writing mutually agree to terminate this agreement, this agreement shall be terminated on the terms and on the date stipulated therein and in compliance with any applicable requirements.

**For good cause:** Both parties hereby agree to attempt to settle disputes over obligations set forth in this agreement as reasonably and promptly as possible. If such disputes cannot be settled, this agreement may be terminated by either party for cause provided that either party provides written notice to the other party of the defaults that are claimed to have occurred. The party in default shall have sixty (60) days to cure such defaults. In the event that the defaults are not cured within sixty (60) days, notice in writing shall be given to the defaulting party, and this agreement shall terminate thirty (30) days from the date of such notice.

#### **11.) ENTIRETY**

This agreement constitutes the entire contract between the parties and any other promise made by any party, employee, officer, or agent of any party, which is not set forth herein shall be null and void and of no force and effect.

#### **12.) GOVERNING LAW**

Both parties agree to comply with all applicable federal. State and local laws, rules, and regulations as they relate to services rendered under this Agreement.

The parties agree that the law of the State of Ohio shall control with regard to any and all contractual disputes that may arise and that any and all litigation undertaken or arising under this contract shall be presented in a Court of Competent Jurisdiction of Geauga County, Ohio.

#### **13.) ASSIGNMENT**

Neither party may assign any rights, duties, or obligation under this agreement without the prior written consent of the other party.

#### **14.) MEETINGS**

Representatives of the Board and Contractor will meet as needed during the term of this agreement. Quarterly or special meetings may be requested by either party to review progress and discuss future plans.

#### **15.) CONTACT INFORMATION**

Rainbow of Hope OH  
14565 Madison Rd  
Middlefield, OH 44062  
ATTN: Tyler Hochstetler

Geauga County Board of Developmental Disabilities  
8200 Cedar Rd.  
Chesterland, OH 44026  
ATTN: Superintendent

**GEAUGA COUNTY AUDITOR'S CERTIFICATION:**

**SIGNATURES:**

\_\_\_\_\_  
Donald L. Rice, II, Superintendent  
Geauga County Board of Developmental Disabilities

\_\_\_\_\_  
Date

\_\_\_\_\_  
Provider's Representative

\_\_\_\_\_  
Date

Approved to Form

\_\_\_\_\_  
Sheila Salem, Assistant Prosecuting Attorney

\_\_\_\_\_

**BUSINESS ASSOCIATE AGREEMENT  
(Attachment A)**

This Agreement is entered into this 1 day of October, 2023, by and between Rainbow of Hope OH (referred to hereinafter as "Business Associate") and Geauga County Board of Developmental Disabilities (referred to hereinafter as "DD Board"). The parties are entering into this agreement in consideration of the mutual promises contained herein and for other good and valuable consideration.

This Agreement shall be in effect through the terms of the Service Contract.

WHEREAS, the DD Board will make available and/or transfer to the Business Associate confidential, personally identifiable health information in conjunction with the terms agreed to in the Service Contract; and

WHEREAS, such information may be used or disclosed only in accordance with the privacy regulations [45 CFR §§ 164.502(e); 164.504(e)] issued pursuant to the Health Insurance Portability and Accountability Act [42 USC §§ 1320 - 1320d-8], the American Recovery and Reinvestment Act of 2009 and the terms of this Agreement, or more stringent provisions of the law of the State of Ohio;

1. Definitions

- a. *Applicable Law* means federal and Ohio law which applies to transactions and entities covered by this Agreement.
- b. *Applicable Requirements* means all of the following:
  - i. applicable law;
  - ii. policies and procedures of the DD Board which are consistent with applicable law and which apply to information covered by this Agreement and;
  - iii. the requirements of this Agreement.
- c. *ARRA* means the American Recovery and Reinvestment Act of 2009.
- d. *HIPAA* means the Health Care Portability and Accountability Act of 1996, 42 USC §§ 1320 - 1320d-8 and regulations promulgated thereunder as may be amended.
- e. *Individual* includes the individual receiving services from the DD Board and the Personal Representative selected by the individual or other person legally authorized to act on behalf of the individual.
- f. *Protected Health Information ("PHI")* is information received from or on behalf of the Covered Entity that meets the definition of PHI as defined by HIPAA and the regulations promulgated by the United States Department of Health and Human Services, specifically 45 CFR 164.501, and any amendments thereto.

2. The Business Associate is acting as an independent contractor for all functions set forth in this Business Associate Agreement. Nothing in this Business Associate Agreement shall be construed to give the DD Board any right to control the Business Associate's conduct in the course of performing a service on behalf of the DD Board.
3. The DD Board shall provide to the Business Associate a copy of the current Notice of Privacy Practices and any relevant information on changes to or agreed upon restrictions relating to legal permissions for the use or disclosure of PHI.
4. The Business Associate agrees that it shall not receive, create, use or disclose PHI except in accordance with applicable requirements, including, without limitation, all HIPAA privacy rules applicable to covered entities and business associates, and as follows:
  - a. To complete the functions as listed in the Service Contract.
  - b. If necessary for the proper management and administration of the Business Associate or to carry out legal responsibilities of the Business Associate. PHI may only be disclosed to another person/entity for such purposes if:
    - Disclosure is required by law; or
    - Where the Business Associate obtains reasonable assurances from the person to whom disclosure is made that the PHI released will be held confidentially, and only may be used or further disclosed as required by law or for the purposes of the disclosure; and
    - the person/entity agrees to notify the Business Associate of any breaches of confidentiality;
  - c. To permit the Business Associate to provide data aggregation services relating to the health care operations of the DD Board.
5. The Business Associate and the DD Board agree that neither of them will request, use or release more than the minimum amount of PHI necessary to accomplish the purpose of the use, disclosure or request.
6. The Business Associate shall establish and maintain appropriate safeguards to prevent any unauthorized use or disclosure of PHI and shall conform to the requirements set for in applicable law for security of PHI including, without limitation, the requirements of 45 CFR §§ 164.308 (administrative safeguards), 164.310 (physical safeguards), 164.312 (technical safeguards), and 164.316 (policies, procedures and documentation).
7. The Business Associate shall immediately report to the DD Board any unauthorized uses/disclosures of which it becomes aware, including unauthorized uses/disclosures by subcontractors, and shall take all reasonable steps to mitigate the potentially harmful effects of such unauthorized uses/disclosures. Such report shall be made immediately but not later than 30 days after discovery of the unauthorized uses/disclosures. The report of the unauthorized uses/disclosures, shall include the following information:

- a. A brief description of what happened, including the date of the unauthorized uses/disclosures and the date of the discovery of the unauthorized uses/disclosures, if known;
  - b. A description of the types of unsecured PHI involved in the unauthorized uses/disclosures (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
  - c. Any steps individual should take to protect themselves from potential harm resulting from the unauthorized uses/disclosures;
  - d. A brief description of what the Business Associate is doing to investigate the unauthorized uses/disclosures, to mitigate harm to individuals, and to protect against any further unauthorized uses/disclosures.
8. The Business Associate shall ensure that all of its subcontractors and agents are bound by the same restrictions and obligations contained herein whenever PHI is made accessible to such subcontractors or agents, and shall give prior notice to the DD Board of any subcontractors or agents who are to be given access to PHI.
9. The Business Associate shall make all PHI and related information in its possession available as follows:
- a. To the DD Board, to the extent necessary to permit the DD Board to fulfill any obligation of the DD Board to allow access for inspection and copying in accordance with the provisions of 45 CFR § 164.524, including, without limitation, requirements for providing records PHI in electronic form;
  - b. To the DD Board, to the extent necessary to permit the DD Board to fulfill any obligation of the DD Board to account for disclosures of PHI in accordance with 45 CFR § 164.528.
10. The Business Associate shall make PHI available to the DD Board to fulfill the DD Board's obligation to amend PHI and related information in accordance with 45 CFR § 164.526, and shall, as directed by the DD Board, incorporate any approved amendments to PHI or related statements into the information held by the Business Associate and any subcontractors or agents.
11. The Business Associate shall make its internal practices, books and records relating to the use or disclosure of information received from or on behalf of the DD Board available to the U. S. Secretary of Health and Human Services, or the Secretary's designee, for purposes of determining the DD Board's compliance with the privacy regulations, and any amendments thereto.
12. Upon request by an individual, the Business Associate shall account for all disclosures related to such individual made by the BA pursuant to the HIPAA Privacy Rules, including, without limitation, accountings required under 45 CFR 164.528
13. Upon termination of this Agreement, the Business Associate shall, at the option of the DD Board, return or destroy all PHI created or received from or on behalf of the DD Board. The Business Associate shall not retain any copies of PHI except as required by law. If PHI is destroyed, the Business Associate shall provide the DD Board with appropriate documentation/certification

evidencing such destruction. If return or destruction of all PHI, and all copies of PHI, is not feasible, the Business Associate shall extend the protections set forth in applicable requirements to such information for as long as it is maintained. Termination of this Agreement shall not affect any of its provisions that, by wording or nature, are intended to remain effective and to continue in operation.

14. The PHI and any related information created or received from or on behalf of the DD Board is and shall remain the property of the DD Board. The Business Associate agrees that it acquires no title in or rights to the information, including any de-identified information.
15. Any non-compliance by the Business Associate or DD Board with the terms of this Agreement or the privacy or security regulations shall be a breach of this Agreement. If either the Business Associate or DD Board knows of such a breach each shall take immediate and reasonable steps to cure the non-compliance. In the event that such breach continues, this Agreement shall terminate immediately.
16. Notwithstanding any rights or remedies under this Agreement or provided by law, the DD Board retains all rights to seek injunctive relief to prevent or stop the unauthorized use or disclosure of PHI by the Business Associate, any of its subcontractors or agents, or any third party who has received PHI from the Business Associate.
17. This Agreement shall be binding on the parties and their successors, but neither party may assign the Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld.
18. The obligations to safeguard the confidentiality and security of PHI imposed herein shall survive the termination of this Agreement.
19. Any ambiguities in this Agreement shall be resolved in favor of an interpretation that promotes compliance with HIPAA and regulations promulgated thereunder. The parties agree that any modifications to those laws shall modify the obligations of the parties hereunder without the need for formal amendment of the Agreement. Any other amendments to this Agreement shall not be effective without the written agreement of both parties.
20. Any notice to the other party pursuant to this Agreement shall be deemed provided if sent by first class United States mail, postage prepaid, as follows:

To the DD Board:

**Janice Chesnes**  
**Privacy Officer**  
**8200 Cedar Road, Chesterland, Ohio 44026**

To the Business Associate:

Rainbow of Hope OH  
14565 Madison Rd  
Middlefield, OH 44062



The terms and conditions set forth in this addendum constitute the entire understanding between the parties with respect to the matter contained herein.

\_\_\_\_\_  
Donald L. Rice, II, Superintendent  
Geauga County Board of Developmental Disabilities

\_\_\_\_\_  
Date

Contractor:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print name

## LOCALLY FUNDED SERVICES AGREEMENT

This Agreement is between Mary Kangas (**Provider**), and the **Geauga County Board of Developmental Disabilities (Board)**.

### 1.) TERM

This Agreement shall be effective August 15, 2023 through December 31, 2023. This agreement shall automatically renew for successive one (1) year periods on its anniversary date unless terminated as permitted in paragraph 10.

### 2.) COMPENSATION

Compensation under this Agreement is limited to services provided to individuals not enrolled on a Medicaid waiver program administered by the Ohio Department of Developmental Disabilities otherwise known as Locally Funded Services.

With prior approval by the Board, compensation under this Agreement is also available to individuals enrolled on a Medicaid waiver for services not available (reimbursable) under the waiver program.

The Board shall compensate the Provider for services authorized in an individual's service plan. Authorized services are documented by the **Payment for Authorized Services (PAS)** form, including any revisions, which shall be considered part of this agreement. The unit rates on the PAS will match the state Medicaid rates where applicable.

The Provider shall invoice the Board monthly for services rendered under a PAS, unless services are provided infrequently or on a one-time basis. The Board shall not be obligated to pay the provider for services covered by any invoice submitted more than one hundred eighty (180) days after the date of service, or more than ninety (90) days after this Agreement terminates, whichever is earlier. The invoice shall be in a format as determined by the Board. Payments shall not exceed \$ 3,000.00 for the initial term of this agreement. Each renewal period will have a cap set annually by the Board.

The Board, upon approval of services rendered and amount invoiced, shall process payment to Provider within thirty (30) days of receipt of invoice.

#### Funding Arrangements:

This agreement covers only individuals determined eligible by the Board. To be eligible for reimbursement all services must be authorized in the individual's service plan (ISP).

### 3.) INDEPENDENT CONTRACTOR

Provider shall be considered an independent contractor and shall not be considered an employee of the Board, for any purpose whatsoever, and shall not be eligible for benefits available to Board employees. Provider is solely responsible for any federal, state, or local taxes arising from compensation received under this Agreement.

#### **4.) CONFIDENTIALITY/HIPAA COMPLIANCE**

The parties shall cooperate in operationalizing requirements imposed upon them by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). A Business Associates Agreement shall be executed and made part of this agreement [Attachment A].

#### **5.) RESPONSIBILITIES OF THE BOARD**

Prepare and distribute PAS Forms in a timely manner. Compensate Provider in accordance with paragraph 2. Review the quality of care, cost effectiveness, and service utilization of Provider services in accordance with applicable requirements by law and Board Policy. Monitor and evaluate compliance with this Agreement. If necessary, conduct its own investigation of any complaint or incident.

#### **6.) SERVICES PROVIDED BY AND RESPONSIBILITIES OF PROVIDER.**

The Provider shall render services in accordance with the individual's service plan as evidenced by a PAS Form.

An Individual may terminate their services at any time with or without notice.

The Provider may terminate services, to an individual, with thirty (30) days prior written notice. When Provider initiates termination of services, the Provider will assist during transition to subsequent provider.

#### **7.) DOCUMENTATION AND RECORD RETENTION**

Provider shall keep accurate, current, and complete records for each individual in accordance with applicable requirements by law and Board Policy.

Provider shall provide the Board with information which is reasonably necessary to permit the Board to:

- Monitor and evaluate Provider's compliance with the terms of this agreement
- Conduct its own investigation of any complaint or incident, and
- Perform any and all of its duties.

Provider shall provide reports as requested by the board. Any information or report shall be submitted in the format prescribed or approved by the Board.

#### **8.) INDEMNIFICATION**

To the fullest extent permitted by law, Provider shall, indemnify, defend and hold harmless the Board, its officers, directors, trustees, agents, members successors, and employees from and against any and all claims, liability actions, causes of action, complaints, costs expenses, attorney fees and demands whatsoever, in law and in equity arising out of, alleged to rise out of, as a result of, or alleged as result of any act or omission of Provider or any of its employees or agents in the performance of this Agreement.

## 9.) INSURANCE

Provider shall include automobile, general, and professional liability insurance (as applicable to services provided) in an amount equal to (or greater) than statutory requirements. Provider's insurance shall be primary with respect to the Provider, notwithstanding, any other insurance covering the Board. If requested by the Board, Provider shall provide proof of insurance.

## 10.) TERMINATION/MODIFICATION

This agreement may be terminated prior to the expiration of the term hereof as follows:

**By agreement:** In the event the Board and Provider shall in writing mutually agree to terminate this agreement, this agreement shall be terminated on the terms and on the date stipulated therein and in compliance with any applicable requirements.

**For good cause:** Both parties hereby agree to attempt to settle disputes over obligations set forth in this agreement as reasonably and promptly as possible. If such disputes cannot be settled, this agreement may be terminated by either party for cause provided that either party provides written notice to the other party of the defaults that are claimed to have occurred. The party in default shall have sixty (60) days to cure such defaults. In the event that the defaults are not cured within sixty (60) days, notice in writing shall be given to the defaulting party, and this agreement shall terminate thirty (30) days from the date of such notice.

## 11.) ENTIRETY

This agreement constitutes the entire contract between the parties and any other promise made by any party, employee, officer, or agent of any party, which is not set forth herein shall be null and void and of no force and effect.

## 12.) GOVERNING LAW

Both parties agree to comply with all applicable federal, State and local laws, rules, and regulations as they relate to services rendered under this Agreement.

The parties agree that the law of the State of Ohio shall control with regard to any and all contractual disputes that may arise and that any and all litigation undertaken or arising under this contract shall be presented in a Court of Competent Jurisdiction of Geauga County, Ohio.

## 13.) ASSIGNMENT

Neither party may assign any rights, duties, or obligation under this agreement without the prior written consent of the other party.

## 14.) MEETINGS

Representatives of the Board and Contractor will meet as needed during the term of this agreement. Quarterly or special meetings may be requested by either party to review progress and discuss future plans.

**15.) CONTACT INFORMATION**

Mary Kangas  
12087 Princeton Rd  
Huntsburg, Oh 44086  
ATTN: Mary Kangas

Geauga County Board of Developmental Disabilities  
8200 Cedar Rd.  
Chesterland, OH 44026  
ATTN: Superintendent

**GEAUGA COUNTY AUDITOR'S CERTIFICATION:**

**SIGNATURES:**

\_\_\_\_\_  
Donald L. Rice, II, Superintendent  
Geauga County Board of Developmental Disabilities

\_\_\_\_\_  
Date

\_\_\_\_\_  
Provider's Representative

\_\_\_\_\_  
Date

Approved to Form

\_\_\_\_\_  
Sheila Salem, Assistant Prosecuting Attorney

\_\_\_\_\_

**BUSINESS ASSOCIATE AGREEMENT  
(Attachment A)**

This Agreement is entered into this 15 day of August, 2023, by and between Mary Kangas (referred to hereinafter as "Business Associate") and Geauga County Board of Developmental Disabilities (referred to hereinafter as "DD Board"). The parties are entering into this agreement in consideration of the mutual promises contained herein and for other good and valuable consideration.

This Agreement shall be in effect through the terms of the Service Contract.

WHEREAS, the DD Board will make available and/or transfer to the Business Associate confidential, personally identifiable health information in conjunction with the terms agreed to in the Service Contract; and

WHEREAS, such information may be used or disclosed only in accordance with the privacy regulations [45 CFR §§ 164.502(e); 164.504(e)] issued pursuant to the Health Insurance Portability and Accountability Act [42 USC §§ 1320 - 1320d-8], the American Recovery and Reinvestment Act of 2009 and the terms of this Agreement, or more stringent provisions of the law of the State of Ohio;

1. Definitions

- a. *Applicable Law* means federal and Ohio law which applies to transactions and entities covered by this Agreement.
- b. *Applicable Requirements* means all of the following:
  - i. applicable law;
  - ii. policies and procedures of the DD Board which are consistent with applicable law and which apply to information covered by this Agreement and;
  - iii. the requirements of this Agreement.
- c. *ARRA* means the American Recovery and Reinvestment Act of 2009.
- d. *HIPAA* means the Health Care Portability and Accountability Act of 1996, 42 USC §§ 1320 - 1320d-8 and regulations promulgated thereunder as may be amended.
- e. *Individual* includes the individual receiving services from the DD Board and the Personal Representative selected by the individual or other person legally authorized to act on behalf of the individual.
- f. *Protected Health Information* ("PHI") is information received from or on behalf of the Covered Entity that meets the definition of PHI as defined by HIPAA and the regulations promulgated by the United States Department of Health and Human Services, specifically 45 CFR 164.501, and any amendments thereto.

2. The Business Associate is acting as an independent contractor for all functions set forth in this Business Associate Agreement. Nothing in this Business Associate Agreement shall be construed to give the DD Board any right to control the Business Associate's conduct in the course of performing a service on behalf of the DD Board.
3. The DD Board shall provide to the Business Associate a copy of the current Notice of Privacy Practices and any relevant information on changes to or agreed upon restrictions relating to legal permissions for the use or disclosure of PHI.
4. The Business Associate agrees that it shall not receive, create, use or disclose PHI except in accordance with applicable requirements, including, without limitation, all HIPAA privacy rules applicable to covered entities and business associates, and as follows:
  - a. To complete the functions as listed in the Service Contract.
  - b. If necessary for the proper management and administration of the Business Associate or to carry out legal responsibilities of the Business Associate. PHI may only be disclosed to another person/entity for such purposes if:
    - Disclosure is required by law; or
    - Where the Business Associate obtains reasonable assurances from the person to whom disclosure is made that the PHI released will be held confidentially, and only may be used or further disclosed as required by law or for the purposes of the disclosure; and
    - the person/entity agrees to notify the Business Associate of any breaches of confidentiality;
  - c. To permit the Business Associate to provide data aggregation services relating to the health care operations of the DD Board.
5. The Business Associate and the DD Board agree that neither of them will request, use or release more than the minimum amount of PHI necessary to accomplish the purpose of the use, disclosure or request.
6. The Business Associate shall establish and maintain appropriate safeguards to prevent any unauthorized use or disclosure of PHI and shall conform to the requirements set for in applicable law for security of PHI including, without limitation, the requirements of 45 CFR §§ 164.308 (administrative safeguards), 164.310 (physical safeguards), 164.312 (technical safeguards), and 164.316 (policies, procedures and documentation).
7. The Business Associate shall immediately report to the DD Board any unauthorized uses/disclosures of which it becomes aware, including unauthorized uses/disclosures by subcontractors, and shall take all reasonable steps to mitigate the potentially harmful effects of such unauthorized uses/disclosures. Such report shall be made immediately but not later than 30 days after discovery of the unauthorized uses/disclosures. The report of the unauthorized uses/disclosures, shall include the following information:



- a. A brief description of what happened, including the date of the unauthorized uses/disclosures and the date of the discovery of the unauthorized uses/disclosures, if known;
  - b. A description of the types of unsecured PHI involved in the unauthorized uses/disclosures (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
  - c. Any steps individual should take to protect themselves from potential harm resulting from the unauthorized uses/disclosures;
  - d. A brief description of what the Business Associate is doing to investigate the unauthorized uses/disclosures, to mitigate harm to individuals, and to protect against any further unauthorized uses/disclosures.
8. The Business Associate shall ensure that all of its subcontractors and agents are bound by the same restrictions and obligations contained herein whenever PHI is made accessible to such subcontractors or agents, and shall give prior notice to the DD Board of any subcontractors or agents who are to be given access to PHI.
  9. The Business Associate shall make all PHI and related information in its possession available as follows:
    - a. To the DD Board, to the extent necessary to permit the DD Board to fulfill any obligation of the DD Board to allow access for inspection and copying in accordance with the provisions of 45 CFR § 164.524, including, without limitation, requirements for providing records PHI in electronic form;
    - b. To the DD Board, to the extent necessary to permit the DD Board to fulfill any obligation of the DD Board to account for disclosures of PHI in accordance with 45 CFR § 164.528.
  10. The Business Associate shall make PHI available to the DD Board to fulfill the DD Board's obligation to amend PHI and related information in accordance with 45 CFR § 164.526, and shall, as directed by the DD Board, incorporate any approved amendments to PHI or related statements into the information held by the Business Associate and any subcontractors or agents.
  11. The Business Associate shall make its internal practices, books and records relating to the use or disclosure of information received from or on behalf of the DD Board available to the U. S. Secretary of Health and Human Services, or the Secretary's designee, for purposes of determining the DD Board's compliance with the privacy regulations, and any amendments thereto.
  12. Upon request by an individual, the Business Associate shall account for all disclosures related to such individual made by the BA pursuant to the HIPAA Privacy Rules, including, without limitation, accountings required under 45 CFR 164.528
  13. Upon termination of this Agreement, the Business Associate shall, at the option of the DD Board, return or destroy all PHI created or received from or on behalf of the DD Board. The Business Associate shall not retain any copies of PHI except as required by law. If PHI is destroyed, the Business Associate shall provide the DD Board with appropriate documentation/certification

evidencing such destruction. If return or destruction of all PHI, and all copies of PHI, is not feasible, the Business Associate shall extend the protections set forth in applicable requirements to such information for as long as it is maintained. Termination of this Agreement shall not affect any of its provisions that, by wording or nature, are intended to remain effective and to continue in operation.

14. The PHI and any related information created or received from or on behalf of the DD Board is and shall remain the property of the DD Board. The Business Associate agrees that it acquires no title in or rights to the information, including any de-identified information.
15. Any non-compliance by the Business Associate or DD Board with the terms of this Agreement or the privacy or security regulations shall be a breach of this Agreement. If either the Business Associate or DD Board knows of such a breach each shall take immediate and reasonable steps to cure the non-compliance. In the event that such breach continues, this Agreement shall terminate immediately.
16. Notwithstanding any rights or remedies under this Agreement or provided by law, the DD Board retains all rights to seek injunctive relief to prevent or stop the unauthorized use or disclosure of PHI by the Business Associate, any of its subcontractors or agents, or any third party who has received PHI from the Business Associate.
17. This Agreement shall be binding on the parties and their successors, but neither party may assign the Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld.
18. The obligations to safeguard the confidentiality and security of PHI imposed herein shall survive the termination of this Agreement.
19. Any ambiguities in this Agreement shall be resolved in favor of an interpretation that promotes compliance with HIPAA and regulations promulgated thereunder. The parties agree that any modifications to those laws shall modify the obligations of the parties hereunder without the need for formal amendment of the Agreement. Any other amendments to this Agreement shall not be effective without the written agreement of both parties.
20. Any notice to the other party pursuant to this Agreement shall be deemed provided if sent by first class United States mail, postage prepaid, as follows:

To the DD Board:                    **Janice Chesnes**  
   **Privacy Officer**  
   **8200 Cedar Road, Chesterland, Ohio 44026**

To the Business Associate:      Mary Kangas  
   12087 Princeton Rd  
   Huntsburg, Oh 44086  
   Mary Kangas

The terms and conditions set forth in this addendum constitute the entire understanding between the parties with respect to the matter contained herein.

\_\_\_\_\_  
Donald L. Rice, II, Superintendent  
Geauga County Board of Developmental Disabilities

\_\_\_\_\_  
Date

Contractor:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print name

**GEAUGA COUNTY BOARD OF DEVELOPMENTAL DISABILITIES**  
**8200 Cedar Road**  
**Chesterland, Ohio 44026**

**ADDENDUM # 1 to**  
**LOCALLY FUNDED SERVICES AGREEMENT WITH**  
**Maple Leaf Community Residences**

This addendum modifies the existing contract with effective dates of 1/1/23 as follows:

The previous Locally Funded Services Agreement for \$ 210,000.00 will be increased by \$ 20,000.00 .  
In total, this contract is not to exceed \$ 230,000.00 .

Compensation under this Agreement is limited to services provided to individuals not enrolled on a Medicaid waiver program administered by the Ohio Department of Developmental Disabilities otherwise known as Locally Funded Services.

With prior approval by the Board, compensation under this Agreement is also available to individuals enrolled on a Medicaid waiver for services not available (reimbursable) under the waiver program.

The Board shall compensate the Provider for services authorized in an individual's service plan. Authorized services are documented by the Payment for Authorized Services (PAS) form, including any revisions, which shall be considered part of this agreement. The unit rates on the PAS will match the state Medicaid rates where applicable.

The Provider shall invoice the Board monthly for services rendered under a PAS, unless services are provided infrequently or on a one-time basis. The Board shall not be obligated to pay the provider for services covered by any invoice submitted more than one hundred eighty (180) days after the date of service, or more than ninety (90) days after this Agreement terminates, whichever is earlier. The invoice shall be in a format as determined by the Board. Payments shall not exceed \$ 230,000.00 for the initial term of this agreement. Each renewal period will have a cap set annually by the Board.

The Board, upon approval of services rendered and amount invoiced, shall process payment to Provider within thirty (30) days of receipt of invoice.

**SIGNATURES:**

**PROVIDER:**

\_\_\_\_\_  
Provider Representative  
Maple Leaf Community Residences

\_\_\_\_\_  
Date

**GEAUGA COUNTY BOARD OF DEVELOPMENTAL DISABILITIES:**

\_\_\_\_\_  
Donald L. Rice, II, Superintendent

\_\_\_\_\_  
Date

Approved to Form

\_\_\_\_\_  
Sheila Salem, Assistant Prosecuting Attorney

\_\_\_\_\_  
Date

**GEAUGA COUNTY BOARD OF DEVELOPMENTAL DISABILITIES**  
**8200 Cedar Road**  
**Chesterland, Ohio 44026**

**ADDENDUM # 2 to**  
**LOCALLY FUNDED SERVICES AGREEMENT WITH**  
**Nancy Adams**

This addendum modifies the existing contract with effective dates of 6/7/23 as follows:

The previous Locally Funded Services Agreement for \$ 15,000.00 will be increased by \$ 45,000.00. In total, this contract is not to exceed \$ 60,000.00.

Compensation under this Agreement is limited to services provided to individuals not enrolled on a Medicaid waiver program administered by the Ohio Department of Developmental Disabilities otherwise known as Locally Funded Services.

With prior approval by the Board, compensation under this Agreement is also available to individuals enrolled on a Medicaid waiver for services not available (reimbursable) under the waiver program.

The Board shall compensate the Provider for services authorized in an individual's service plan. Authorized services are documented by the Payment for Authorized Services (PAS) form, including any revisions, which shall be considered part of this agreement. The unit rates on the PAS will match the state Medicaid rates where applicable.

The Provider shall invoice the Board monthly for services rendered under a PAS, unless services are provided infrequently or on a one-time basis. The Board shall not be obligated to pay the provider for services covered by any invoice submitted more than one hundred eighty (180) days after the date of service, or more than ninety (90) days after this Agreement terminates, whichever is earlier. The invoice shall be in a format as determined by the Board. Payments shall not exceed \$ 60,000.00 for the initial term of this agreement. Each renewal period will have a cap set annually by the Board.

The Board, upon approval of services rendered and amount invoiced, shall process payment to Provider within thirty (30) days of receipt of invoice.

**GEAUGA COUNTY AUDITOR'S CERTIFICATION:**

**SIGNATURES:**

**PROVIDER:**

\_\_\_\_\_  
Provider Representative  
Provider name

\_\_\_\_\_  
Date

**GEAUGA COUNTY BOARD OF DEVELOPMENTAL DISABILITIES:**

\_\_\_\_\_  
Donald L. Rice, II, Superintendent

\_\_\_\_\_  
Date

Approved to Form

\_\_\_\_\_  
Sheila Salem, Assistant Prosecuting Attorney

\_\_\_\_\_  
Date

**GEAUGA COUNTY BOARD OF DEVELOPMENTAL DISABILITIES**  
**8200 Cedar Road**  
**Chesterland, Ohio 44026**

**ADDENDUM # 1 to**  
**LOCALLY FUNDED SERVICES AGREEMENT WITH**  
**Rachel Adams**

This addendum modifies the existing contract with effective dates of 1/1/23 as follows:

The previous Locally Funded Services Agreement for \$ 2,000.00 will be increased by \$ 1,081.85. In total, this contract is not to exceed \$ 3,081.85 .

Compensation under this Agreement is limited to services provided to individuals not enrolled on a Medicaid waiver program administered by the Ohio Department of Developmental Disabilities otherwise known as Locally Funded Services.

With prior approval by the Board, compensation under this Agreement is also available to individuals enrolled on a Medicaid waiver for services not available (reimbursable) under the waiver program.

The Board shall compensate the Provider for services authorized in an individual's service plan. Authorized services are documented by the Payment for Authorized Services (PAS) form, including any revisions, which shall be considered part of this agreement. The unit rates on the PAS will match the state Medicaid rates where applicable.

The Provider shall invoice the Board monthly for services rendered under a PAS, unless services are provided infrequently or on a one-time basis. The Board shall not be obligated to pay the provider for services covered by any invoice submitted more than one hundred eighty (180) days after the date of service, or more than ninety (90) days after this Agreement terminates, whichever is earlier. The invoice shall be in a format as determined by the Board. Payments shall not exceed \$ 3,081.85 for the initial term of this agreement. Each renewal period will have a cap set annually by the Board.

The Board, upon approval of services rendered and amount invoiced, shall process payment to Provider within thirty (30) days of receipt of invoice.



**GEAUGA COUNTY AUDITOR'S CERTIFICATION:**

**SIGNATURES:**

**PROVIDER:**

\_\_\_\_\_  
Provider Representative  
Provider name

\_\_\_\_\_  
Date

**GEAUGA COUNTY BOARD OF DEVELOPMENTAL DISABILITIES:**

\_\_\_\_\_  
Donald L. Rice, II, Superintendent

\_\_\_\_\_  
Date

Approved to Form

\_\_\_\_\_  
Sheila Salem, Assistant Prosecuting Attorney

\_\_\_\_\_  
Date

**GEAUGA COUNTY BOARD OF DEVELOPMENTAL DISABILITIES**  
**8200 Cedar Road**  
**Chesterland, Ohio 44026**

**ADDENDUM # 1 to**  
**LOCALLY FUNDED SERVICES AGREEMENT WITH**  
**Timothy Rose**

This addendum modifies the existing contract with effective dates of 1/1/23 as follows:

The previous Locally Funded Services Agreement for \$ 2,000.00 will be increased by \$ 5,000.00. In total, this contract is not to exceed \$ 7,000.00 .

Compensation under this Agreement is limited to services provided to individuals not enrolled on a Medicaid waiver program administered by the Ohio Department of Developmental Disabilities otherwise known as Locally Funded Services.

With prior approval by the Board, compensation under this Agreement is also available to individuals enrolled on a Medicaid waiver for services not available (reimbursable) under the waiver program.

The Board shall compensate the Provider for services authorized in an individual's service plan. Authorized services are documented by the Payment for Authorized Services (PAS) form, including any revisions, which shall be considered part of this agreement. The unit rates on the PAS will match the state Medicaid rates where applicable.

The Provider shall invoice the Board monthly for services rendered under a PAS, unless services are provided infrequently or on a one-time basis. The Board shall not be obligated to pay the provider for services covered by any invoice submitted more than one hundred eighty (180) days after the date of service, or more than ninety (90) days after this Agreement terminates, whichever is earlier. The invoice shall be in a format as determined by the Board. Payments shall not exceed \$ 7,000.00 for the initial term of this agreement. Each renewal period will have a cap set annually by the Board.

The Board, upon approval of services rendered and amount invoiced, shall process payment to Provider within thirty (30) days of receipt of invoice.

**GEAUGA COUNTY AUDITOR'S CERTIFICATION:**

**SIGNATURES:**

**PROVIDER:**

\_\_\_\_\_  
Provider Representative  
Provider name

\_\_\_\_\_  
Date

**GEAUGA COUNTY BOARD OF DEVELOPMENTAL DISABILITIES:**

\_\_\_\_\_  
Donald L. Rice, II, Superintendent

\_\_\_\_\_  
Date

Approved to Form

\_\_\_\_\_  
Sheila Salem, Assistant Prosecuting Attorney

\_\_\_\_\_  
Date

**GEAUGA COUNTY BOARD OF DEVELOPMENTAL DISABILITIES**  
**8200 Cedar Road**  
**Chesterland, Ohio 44026**

**ADDENDUM # 1 to**  
**LOCALLY FUNDED SERVICES AGREEMENT WITH**  
**William Koehl**

This addendum modifies the existing contract with effective dates of 1/1/23 as follows:

The previous Locally Funded Services Agreement for \$ 2,000.00 will be increased by \$ 1,500.00. In total, this contract is not to exceed \$ 3,500.00 .

Compensation under this Agreement is limited to services provided to individuals not enrolled on a Medicaid waiver program administered by the Ohio Department of Developmental Disabilities otherwise known as Locally Funded Services.

With prior approval by the Board, compensation under this Agreement is also available to individuals enrolled on a Medicaid waiver for services not available (reimbursable) under the waiver program.

The Board shall compensate the Provider for services authorized in an individual's service plan. Authorized services are documented by the Payment for Authorized Services (PAS) form, including any revisions, which shall be considered part of this agreement. The unit rates on the PAS will match the state Medicaid rates where applicable.

The Provider shall invoice the Board monthly for services rendered under a PAS, unless services are provided infrequently or on a one-time basis. The Board shall not be obligated to pay the provider for services covered by any invoice submitted more than one hundred eighty (180) days after the date of service, or more than ninety (90) days after this Agreement terminates, whichever is earlier. The invoice shall be in a format as determined by the Board. Payments shall not exceed \$ 3,500.00 for the initial term of this agreement. Each renewal period will have a cap set annually by the Board.

The Board, upon approval of services rendered and amount invoiced, shall process payment to Provider within thirty (30) days of receipt of invoice.

**GEAUGA COUNTY AUDITOR'S CERTIFICATION:**

**SIGNATURES:**

**PROVIDER:**

\_\_\_\_\_  
Provider Representative  
Provider name

\_\_\_\_\_  
Date

**GEAUGA COUNTY BOARD OF DEVELOPMENTAL DISABILITIES:**

\_\_\_\_\_  
Donald L. Rice, II, Superintendent

\_\_\_\_\_  
Date

Approved to Form

\_\_\_\_\_  
Sheila Salem, Assistant Prosecuting Attorney

\_\_\_\_\_  
Date

GEAUGA COUNTY BOARD OF  
DEVELOPMENTAL DISABILITIES

September 20, 2023

**Resolution: 23-72(A)**

BE IT RESOLVED to approve the attached services agreement between the Geauga County Board of Developmental Disabilities and the Geauga County Department on Aging, in an amount not to exceed \$20,000 for the occasional use of a transit vehicle.

BE IT FURTHER RESOLVED that the Superintendent is directed to take any and all action necessary to carry out this resolution.

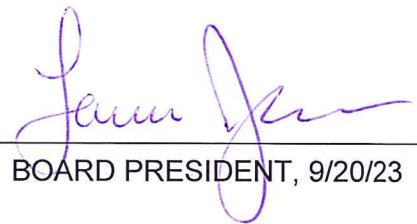
MOTION: Mrs. Janson

SECOND: Mr. Lair

DISCUSSION:

ROLL CALL:

Mrs. Janson	Yes	No	Abstain	Mr. Jackson	Yes	No	Abstain
Mr. Suttell	Yes	No	Abstain	Mr. Miller	Yes	No	Abstain
Mrs. Keiper	Yes	No	Abstain	Mrs. Wilder	Yes	No	Abstain
Mr. Lair	Yes	No	Abstain				

  
BOARD PRESIDENT, 9/20/23

**Service Agreement Between the  
Geauga County Board of Developmental  
Disabilities and the Geauga County Department  
on Aging**

This agreement is entered into between the Geauga County Board of Developmental Disabilities (GCBDD) of 8200 Cedar Rd., Chesterland, OH 44026 and the Geauga County Department on Aging (GDA), 12555 Ravenwood Drive, Chardon, Ohio 44024 for the occasional use of a paratransit vehicle.

- A. **Terms:** This Agreement shall be effective **September 1<sup>st</sup>, 2023** to December 31, 2024. The amount of this contract shall not exceed \$20,000.00.
- B. **Payment for Services:** GDA agrees to pay \$1.25 per mile for use of vehicle.
- C. **DOA's Responsibilities:**
1. GDA staff shall receive training by the GCBDD on vehicle operation and safety PRIOR to driving any GCBDD vehicle.
  2. GDA staff operating any GCBDD vehicle must meet all GCBDD driver requirements (including insurability and driving record check).
  3. The Geauga County Board of Developmental Disabilities is to be listed as additional insured's on -The Geauga County Board of Commissioners' insurance policy. A copy of the Certificate of Liability Insurance shall be provided to the GCBDD.
  4. Document vehicle usage. Including for each trip:
    - a. Vehicle Number,
    - b. Beginning and Ending odometer readings,
    - c. Miles traveled, and
    - d. Date of usage.
- D. **GCBDD's Responsibilities:**
1. Provide paratransit (or otherwise suitable) vehicle.
  2. Provide routine maintenance of vehicle.
  3. Provide fuel for vehicle.
- E. **Other:**
1. Vehicle availability to GDA under this agreement is secondary to services required to be provided by the GCBDD as part of normal operations.
  2. This contract may be amended by mutual agreement of both parties.
- F. **Termination:** Failure to meet the expectations of this agreement by either party will be cause for cancellation of this agreement. Either party may terminate this agreement after submitting a written notice thirty (30) days in advance of the intended termination.

**G: Authorization:**

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Donald Rice  
Superintendent  
Geauga County Board of Developmental Disabilities

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Jessica N. Boalt, MNT, MT-BC  
Director  
Geauga County Department on Aging

**Geauga County Board of Commissioners:**

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James Dvorak

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Timothy Lennon

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Ralph Spidallieri



**Approved to Form:**

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Sheila Salem  
Assistant Prosecuting Attorney

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Laura LaChapelle  
Assistant Prosecuting Attorney

GEAUGA COUNTY BOARD OF  
DEVELOPMENTAL DISABILITIES

September 20, 2023

**Resolution: 23-73(A)**

BE IT RESOLVED to approve the following Board job descriptions:

- Investigative Agent
- Service and Compliance Coordinator

BE IT FURTHER RESOLVED that the Superintendent is directed to take any and all action necessary to carry out this resolution.

MOTION: *Mrs. Janson*

SECOND: *Mr. Lair*

DISCUSSION:

ROLL CALL:

Mrs. Janson	<u>Yes</u>	No	Abstain	Mr. Jackson	<u>Yes</u>	No	Abstain
Mr. Suttell	<u>Yes</u>	No	Abstain	Mr. Miller	<u>Yes</u>	No	Abstain
Mrs. Keiper	<u>Yes</u>	No	Abstain	Mrs. Wilder	<u>Yes</u>	No	Abstain
Mr. Lair	<u>Yes</u>	No	Abstain				

  
BOARD PRESIDENT, 9/20/23

GEAUGA COUNTY BOARD OF  
DEVELOPMENTAL DISABILITIES

September 20, 2023

**Resolution: 23-74(A)**

BE IT RESOLVED to approve the following attached list of disposal of assets items.

BE IT FURTHER RESOLVED that the Superintendent is directed to take any and all action necessary to carry out this resolution.

MOTION: *Mrs. Keiper*

SECOND: *Mr. Lair*

DISCUSSION:

ROLL CALL:

Mrs. Janson	<i>Yes</i>	No	Abstain	Mr. Jackson	<i>Yes</i>	No	Abstain
Mr. Suttell	<i>Yes</i>	No	Abstain	Mr. Miller	Yes	No	Abstain
Mrs. Keiper	<i>Yes</i>	No	Abstain	Mrs. Wilder	<i>Yes</i>	No	Abstain
Mr. Lair	<i>Yes</i>	No	Abstain				

*Jane J.*  
\_\_\_\_\_  
BOARD PRESIDENT, 9/20/23

Description / Extension

2 boxes of printer toner  
2 Samsung Monitors  
26 Microsoft Surface Books  
3 Dell Monitors  
30 Algo Phones  
4 HP Prodesks Towers  
4 Surfacebook chargers  
5 Mitel IP Phones  
6 Acer Monitors  
6 VGA Monitors  
60 slot mailbox  
9 Miscellaneous Computer Bags  
91 Cisco Phones  
AOC Monitor  
Black metal cabinet and credenza  
Cassette Voice Recorder  
Cisco Yealink phone  
Dell Inspiron I5570  
Mini-cassette player  
Mitel IP Conference Unit  
Old curtains from GCBDD classrooms  
Pack of mini-cassette tapes  
Tenda router  
Viewsonic Monitor

1 Board Room Chair

GEAUGA COUNTY BOARD OF  
DEVELOPMENTAL DISABILITIES

September 20, 2023

**Resolution: 23-75(A)**

BE IT RESOLVED to adjourn into Executive Session pursuant of ORC 121.22(G)(1) To consider the appointment, employment, dismissal, discipline, promotion, demotion, or compensation of a public employee or official, ...

MOTION: *Mrs. Keiper*

SECOND: *Mr. Jackson*

DISCUSSION:

ROLL CALL:

Mrs. Janson	<i>Yes</i>	No	Abstain	Mr. Jackson	<i>Yes</i>	No	Abstain
Mr. Suttell	<i>Yes</i>	No	Abstain	Mr. Miller	<i>Yes</i>	No	Abstain
Mrs. Keiper	<i>Yes</i>	No	Abstain	Mrs. Wilder	<i>Yes</i>	No	Abstain
Mr. Lair	<i>Yes</i>	No	Abstain				

  
BOARD PRESIDENT, 9/20/23